

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

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|---------------------------------|----------------------------|
| SHULAR CONTRACTING, INC., and § | PLAINTIFFS |
| MICHAEL L. SHULAR § | |
| | § |
| v. § | CAUSE NO. 1:09CV206-LG-RHW |
| | § |
| GULF CONCRETE, LLC, AS § | |
| SUCCESSOR BY MERGER WITH § | |
| BAYOU CONCRETE, INC. § | DEFENDANT |

FINAL JUDGMENT

This action came on for trial on Monday, October 25, 2010, before the Court and a jury with Honorable Louis Guirola, Jr., United States District Judge, presiding. The issues have been duly tried, and the jury has heard all of the evidence and argument of counsel and received instructions of the Court, including a Verdict Form. The jury retired to consider their verdict and returned upon their oaths, into open Court, the following verdict, to-wit:

PART I

Question Number One

What is the total amount of damages incurred by Shular Contracting, Inc.?

Answer in dollars and cents, for damages, if any, or answer "none."

Compensatory damages \$ 186,648.00

Question Number Two

What is the total amount of damages incurred by Michael L. Shular?

Answer in dollars and cents, for damages, if any, or answer "none."

Compensatory damages \$ 202,216.00

Question Number Three

A. What amount of reasonable attorney fees do you find by a preponderance of the evidence should be awarded to Defendant?

Answer in dollars and cents, for reasonable attorney fees, if any, or answer "none."

Attorney fees: \$ 17,195.60

B. What is the total amount of interest that you find is owed to Defendant under its contract with Shular Contracting?

Answer in dollars and cents, for interest, if any, or answer "none."

Interest \$ none

Additionally, the Court had entered partial summary judgment in favor of Defendant Gulf Concrete, LLC, on July 14, 2010, in the amount of \$85,978.11.

IT IS THEREFORE ORDERED AND ADJUDGED that Plaintiff Shular Contracting shall recover One Hundred Eighty-Six Thousand Six Hundred Forty-Eight Dollars (\$186,648.00) and 0.23 percent post judgment interest starting from the date of this Judgment from the Defendant Bayou Concrete, LLC, formerly known as Gulf Concrete, LLC.

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff Michael L. Shular shall recover Two Hundred Two Thousand Two Hundred Sixteen Dollars (\$202,216.00) and 0.23 percent post judgment interest starting from the date of this Judgment from the Defendant Bayou Concrete, LLC, formerly known as Gulf Concrete, LLC.

IT IS FURTHER ORDERED AND ADJUDGED that Defendant Bayou Concrete, LLC, formerly known as Gulf Concrete, LLC, shall recover One Hundred Three Thousand One Hundred Seventy-Three Dollars and Seventy-One Cents (\$103,173.71) and 0.23 percent post judgment interest starting from the date of this Judgment from Plaintiff Shular Contracting, Inc. Each party shall bear its own costs.

SO ORDERED AND ADJUDGED this the 3rd day of November, 2010.

s/ Louis Guirola, Jr.
LOUIS GUIROLA, JR.
UNITED STATES DISTRICT JUDGE